

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA,

CIVIL ACTION NO.:

Plaintiff,

HONORABLE:

vs.

BETTY LOU SCHWARTZ
AKA BETTY L. SCHWARTZ,
BETTY SCHWARTZ,

Defendant,

| |
|------------------|
| COMPLAINT |
|------------------|

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 19809 22 Mile Rd Macomb, MI 48044-1711.

The Debt – Account No. 2017A14973

3. The debt owed to the United States of America is as follows:

| | |
|---|------------|
| A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>) | \$3,761.40 |
| B. Current Capitalized Interest Balance and Accrued Interest | \$1,494.46 |
| Owed | \$5,255.86 |

The Debt – Account No. 2017A15134

4. The debt owed to the United States of America is as follows:

| | |
|---|--------------------|
| A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>) | \$8,745.30 |
| B. Current Capitalized Interest Balance and Accrued Interest | \$3,326.26 |
| Owed | \$12,071.56 |
| Total Owed | \$17,327.42 |

The Certificates of Indebtedness, attached as Exhibit “A and B”, shows the total owed excluding attorney’s fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues on account 2017A14937 at the rate of 3.6% and on account 2017A15134 at the rate of 3.450% per annum.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

- A. For the sums set forth in paragraphs 3 and 4 above, plus
prejudgment interest through the date of judgment, all administrative costs allowed
by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest
on the judgment be at the legal rate until paid in full;
- B. For attorney's fees to the extent allowed by law;
- C. Filing fee of \$400.00 as premitted by 28 U.S.C. § 2412(a)(2);
and,
- D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.
CRAIG S. SCHOENHERR, SR. (P32245)
Attorney for Plaintiff
O'Reilly Rancilio PC
12900 Hall Rd Ste 350
Sterling Heights, MI 48313
Phone: (586) 726-1000
Fax: (586) 726-1560
cschoenherr@orlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

Betty Lou Schwartz
"aka": Betty L. Schwartz, Betty Schwartz
19809 22 Mile Rd.
Macomb, MI. 48044-1711
Account No. XXXXX9670

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 08/23/16.

On or about 08/25/92, the BORROWER executed promissory note(s) to secure loan(s) of \$4,635.00 from First National Bank in Macomb County, Mt. Clemens, MI. This loan was disbursed for \$2,625.00 on 09/24/92 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 07/14/05, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,761.40 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 08/08/11, assigned its right and title to the loan to the Department.

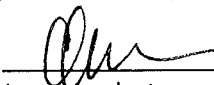
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| | |
|----------------------------|------------|
| Principal: | \$3,761.40 |
| Interest: | \$1,434.49 |
| Total debt as of 08/23/16: | \$5,195.89 |

Interest accrues on the principal shown here at the current rate of 3.60 % and a daily rate of \$0.37 through June 30, 2017, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

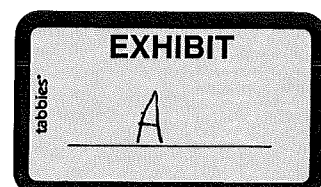
Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/20/16



Loan Analyst
Litigation Support Unit

Gln Say Chan
Loan Analyst





MICHIGAN

Guaranty Agency

INDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: SCHWARTZ BETTY L
(Last, First, Middle)

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: ██████-9670

First Disbursement Date: 09/24/1992

Last Disbursement Date: 12/07/1992

Disbursement Amount: \$2625.00 01

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), the Michigan Guaranty Agency (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectible by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guarantee Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by this agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

July 6, 2011
Date

Michelle L. Spitzley
Signature of Guaranty Agency Official

Michelle L. Spitzley, Collections Analyst

Print Name and Title

"The undersigned does hereby sell, assign, transfer, and set over unto the Michigan Higher Education Assistance Authority its interest in this note."

Nelnet Loan Services, Inc.

An authorized agent of:

Lending Institution: Nelnet Student Loan Trust

Name and title of lending officer: Kanda Planter / Appeals Technician

Authorized signature: Kanda Planter

Date Signed: 5/17/05

I declare under penalty of perjury that the foregoing is a True and Correct copy of the original Promissory Note.

Signed: Kanda Planter

Title: Appeals Technician

Date: 5/17/05

"I DECLARE UNDER PENALTY OF PERJURY THAT
THE FOREGOING IS A TRUE AND CORRECT COPY
OF THE ORIGINAL PROMISSORY NOTE."
SIGNATURE Michelle L. Spitzley
MICHELLE L. SPITZLEY
COLLECTIONS ANALYST
MHEAA/MGA, CLAIMS & COLLECTIONS
DATE 11/17/11

ALC15
ALX15
2027

EAGLE II - MICHIGAN
ACCOUNT/LOAN MAINTENANCE
SELECT LOAN DISBURSEMENT

07/06/2011
11:52:29
GMI226
PAGE 1

LOAN ID MI-008837701 LOAN PRD 09/07/1993 - 04/27/1994 DSBR ADD-GA?
SSN ██████████-9670 PERSON SCHWARTZ, BETTY L
ABBR LN PRGM STFS BORROWER? Y STUDENT? Y COSIGNER/ENDORSER? N
FORM TYPE PRE-C STAF GUAR RDCTN APPROVED REQUESTED AMOUNT
LOAN STAT REP CURR LN AMT 2,625.00 ORIG FEE BYDN ST CD

| -----DISBURSEMENT----- | | | | FED DFLT | LNDR | ORGN | GUAR | CNCL | GUAR |
|------------------------|-----|------------|------|----------|------|------|-------|------|------|
| SEL | SEQ | DATE | STAT | CURR AMT | FEE | FEE | FEE | RSN | APVL |
| - | 01 | 11/01/1993 | ACTV | 1,313.00 | 0.00 | 0.00 | 39.39 | | |
| - | 02 | 12/06/1993 | ACTV | 1,312.00 | 0.00 | 0.00 | 39.36 | | |

TS000004 STARTED FROM FIRST RECORD

1 OF 1

PF2=INQ PF9=PRMPT PF10=DTLS PF12=RTRN PF15=MDFR PF16=MDSBA PF17=MLNS PF18=CRGR
PF19=CRDSB PF20=MLNAD PF21=SLRLN PF22=MDNSC PF23=MACT PF24=SACHI CMD: INQ

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Betty Lou Schwartz
"aka": Betty L. Schwartz, Betty Schwartz
19809 22 Mile Rd.
Macomb, MI. 48044-1711
Account No. XXXXX9670

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 08/23/16.

On or about 03/16/93 and 07/01/94, the BORROWER executed promissory note(s) to secure loan(s) of \$3,500.00 and \$3,500.00 from First National Bank in Macomb County, Mt. Clemens, MI. This loan was disbursed for \$2,625.00 on 11/01/93 and \$3,500.00 on 12/28/94 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 07/14/05, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$8,745.30 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b) (4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 08/08/11, assigned its right and title to the loan to the Department.

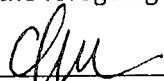
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| | |
|----------------------------|-------------|
| Principal: | \$8,745.30 |
| Interest: | \$3,192.63 |
| Total debt as of 08/23/16: | \$11,937.93 |

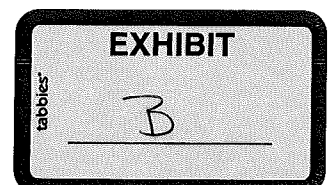
Interest accrues on the principal shown here at the current rate of 3.45 % and a daily rate of \$0.83 through June 30, 2017, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

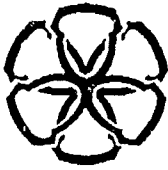
Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/20/14


Loan Analyst
Litigation Support Unit

Gln Say Chan
Loan Analyst





MICHIGAN

Guaranty Agency

INDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: SCHWARTZ BETTY L
(Last, First, Middle)

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: ██████9670

First Disbursement Date: 11/01/1993


Last Disbursement Date: 12/06/1993

Disbursement Amount: \$2625.00 03

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), the Michigan Guaranty Agency (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectible by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guarantee Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by this agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

July 6, 2011
Date


Signature of Guaranty Agency Official

Michelle L. Spitzley, Collections Analyst

Print Name and Title

Application and Promissory Note for Federal Stafford Loans (Subsidized and Unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1077.

Michigan Program Participant
MICHIGAN GUARANTY AGENCY

MI

PRUC CODES: MKT04

Borrower Section

Please print neatly or type. Read the instructions carefully.

| | | | |
|--|----------------------------|---|---|
| 1. Last Name SCHWARTZ | First Name BETTY | SSN L | 2. Social Security Number 9670 |
| 3. Permanent Street Address (if P.O. Box, use instructions) 19009 22 MILE RD | | 4. Telephone Number (313) 263-5886 | 5. Loan Period (Month/Year) From 9-94 To 4-95 |
| 6. City MT. CLEMENS | State MI | Zip Code 48044 | 7. Driver's License Number (List state abbreviation first) MI 5-632-085-549-047 |
| 8. Lender Name First National Mt. Clemens, MI 48044 | City MT. CLEMENS | State MI | Zip Code 48044 |
| 9. Lender Code, if known 805931 | | 10. Date of Birth (Month/Day/Year) 01/17/63 | |

11. References: You must provide two separate references with different U.S. addresses. The last reference should be a parent or legal guardian if living. Each reference must be completed fully.

| | |
|--|--|
| Name Margalee Oliver | Name Filemon Chappelle |
| Permanent Address 21436 Wendell Dr. | Permanent Address 20914 S. Miles |
| City, State, Zip Code Clinton Twp., MI 48026 | City, State, Zip Code Clinton Twp., MI 48026 |
| Area Code/Telephone 810 463-7617 | Area Code/Telephone 310 469-4209 |
| Relationship to Borrower Mother | Relationship to Borrower Old Friend |

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
☒ a. Subsidized Federal Stafford ☐ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums):
 My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
\$ 3,500.00
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
☒ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of the Stafford Loan Act and other laws which may become due as provided in this Note. I will not make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note until I have read, understood, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

16. Borrower's Signature Betty Schwartz Today's Date (Month/Day/Year) 7-1-1994

School Section

To be completed by an authorized school official.

| | | |
|--|---|--|
| 17. School Name OAKLAND UNIVERSITY | 18. School Code/Branch 002307-00 | 19. Telephone Number (313) 370-3370 |
| 20. Street Address 161 NPH | 21. Cost of Attendance 8638.00 | 22. Recommended Disbursement Dates (Month/Day/Year) In 8/8/94 to 12/05/94 |
| 23. City ROCHESTER MI | 24. Federal Expected Family Contribution 7224.00 | 25. Estimated Financial Aid 950.00 |
| 26. State MI | 27. Certified Loan Amount 3500.00 | 28. School Certification (See box on the reverse side) M. Joyce Dudley, FAO |
| 29. Loan Period (Month/Day/Year) From 9/06/94 to 4/26/95 | 30. Grady Level 2 | 31. Signature of Authorized Lending Official M. Joyce Dudley, FAO |
| 32. Disbursement Status (Check one) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time | 33. Anticipated Completion (Graduation) Date (Month/Day/Year) 4/30/97 | 34. Date 12/05/94 |

Lender Section

To be completed by an authorized lending official.

| | | |
|---|---|---|
| 35. Lender Name FIRST NATIONAL BANK IN | 36. Lender Code/Branch 805931 | 37. Telephone Number (313) 465-2400 |
| 38. Street Address 49 MACOMB STREET, BOX 248 | 39. Annualized Approval 3500.00 | 40. Lender Use Only RPT04 |
| 41. City MT. CLEMENS MI | 42. State MI | 43. Zip Code 48044 |
| 44. Signature of Authorized Lending Official (and A. Paum, Lender 57112268) | | |

Poor Source Original
Document Retained

"The undersigned does hereby sell, assign, transfer, and set over to the Michigan Higher Education Assistance Authority the within promissory note."

Nelnet Loan Services, Inc.

An authorized agent of:

Lending Institution: Nelnet Student Loan Trust

Name and title of lending officer: Kanda Planter Appeals Technician

Authorized signature: Kanda Planter

Date Signed: 5/17/05

I declare under penalty of perjury that the foregoing is a True and Correct copy of the original Promissory Note.

Signed: Kanda Planter

Title: Appeals Technician

Date: 5/17/05

I DECLARE UNDER PENALTY OF PERJURY THAT
THE FOREGOING IS A TRUE AND CORRECT COPY
OF THE ORIGINAL PROMISSORY NOTE."

SIGNATURE [Signature]

MICHELLE L. SPITZLEY

COLLECTIONS ANALYST

MHEAA/MGA, CLAIMS & COLLECTIONS

DATE 1/6/11

ALC15 EAGLE II - MICHIGAN 07/06/2011
ALX15 ACCOUNT/LOAN MAINTENANCE 11:52:26
2027 SELECT LOAN DISBURSEMENT GMI226
PAGE 1

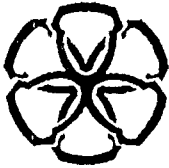
LOAN ID MI-008837711 LOAN PRD 09/06/1994 - 04/26/1995 DSBR ADD-GA?
SSN [REDACTED] 670 PERSON SCHWARTZ, BETTY L
ABBR LN PRGM STFS BORROWER? Y STUDENT? Y COSIGNER/ENDORSE? N
FORM TYPE 94-95 STAF GUAR RDCTN APPROVED REQUESTED AMOUNT
LOAN STAT REP CURR LN AMT 3,500.00 ORIG FEE BYDN ST CD

| -----DISBURSEMENT----- | | | | FED DFLT | LNDR | ORGN | GUAR | CNCL | GUAR |
|------------------------|-----|------------|------|----------|-------|------|--------|------|------|
| SEL | SEQ | DATE | STAT | CURR AMT | FEE | FEE | FEE | RSN | APVL |
| - | 01 | 12/28/1994 | ACTV | 3,500.00 | 35.00 | 0.00 | 105.00 | | |

TS000004 STARTED FROM FIRST RECORD

1 OF 1

PF2=INQ PF9=PRMPT PF10=DTLS PF12=RTRN PF15=MDFR PF16=MDSBA PF17=MLNS PF18=CRGR
PF19=CRDSB PF20=MLNAD PF21=SLRLN PF22=MDNSC PF23=MACT PF24=SACHI CMD: INQ



MICHIGAN

Guaranty Agency

INDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: SCHWARTZ BETTY L
(Last, First, Middle)

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: ██████9670

First Disbursement Date: 12/28/1994

Last Disbursement Date: 12/28/1994

Disbursement Amount: \$3500.00 05

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The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by this agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

July 6, 2011

Date


Signature of Guaranty Agency Official

Michelle L. Spitzley, Collections Analyst

Print Name and Title

MICHIGAN GUARANTY AGENCY
Application and Promissory Note for a Stafford Loan

WARNING: Any person who knowingly makes a false statement or interpretation on this form is subject to penalties under the Federal False Statement Act, 18 USC 1001, and 18 USC 1007.

AG- X-000026-08 U

1. Social Security Number: 9670

2. Last Name, First, Middle Initial, Permanent Home Address: Schwartz Betty L.

3. Birthdate: 01-17-63

4. Driver's License Number: M1 5-632-085-549-047

5. Area Code/Telephone Number: 313-263-588

6. U.S. Citizenship Status (Check one): ☒ 1 Citizen ☐ 2 Eligible Non-Citizen

7. City, State, Zip: Mt. Clemens, MI, 48044

8. Telephone (313): 463-7617

9. Name: Margie Oliver

10. Street Address: 4124 W. 10th

11. City, State, Zip: Mt. Clemens, MI, 48044

12. Telephone (313): 463-7617

13. Name: Eileen Champion

14. Street Address: 2964 South Mile

15. City, State, Zip: Mt. Clemens, MI, 48044

16. Telephone (313): 463-7617

17. Name: Dana Schaub

18. Street Address: 21022 McManis

19. City, State, Zip: Clinton Twp, MI, 48036

20. Telephone (313): 463-7617

21. Employer: Real Estate Agent

22. Major Course of Study: Engineering

23. Required Loan Amount: 4,635.00

24. Loan Period For: From 9-92 to 4-93

25. Do you have any unpaid Stafford Loans or a Consolidation Loan with a Stafford portion? (Check one): ☐ Yes ☒ No

26. Total unpaid balance of your most recent Stafford Loan: 0.00

27. Use that provided in instructions: ☐ Yes ☒ No

28. Grade level of your most recent Stafford Loan: 0

29. Beginning and ending dates of your most recent Stafford Loan: N/A

30. Do you have any unpaid Stafford, PLUS or SLS Loans made for enrollment periods beginning before July 1, 1988 or a Consolidation Loan which starts loan for enrollment periods beginning before such date? ☐ Yes ☒ No

31. Name and Address of Previous Lender, if any: N/A

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 16.

16. PERMANENT RESIDENT OF MI SINCE MONTH 1 YEAR 63

Promissory Note for a Stafford Loan

I, Promise To Pay, I, the undersigned Borrower, promise to pay you or your order when the Note becomes due a sum certain equal to the loan amount I have requested in Section I, Item 10 of this Application or any lesser amount which will be decided to me in the Notice of Loan Guarantee and Disbursement Statement or the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the Application Booklet.

Note to Student: Terms of the Promissory Note continue on the reverse side. Please keep this copy for your records.

I understand this is a Promissory Note. I will not sign this Promissory Note before reading it, including the writing on the reverse side, even if otherwise advised. As a Borrower, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disbursement Statement and any agreement I sign. By signing this Promissory Note, the Borrower, acknowledges I have received an exact copy of this Note.

Betty Schwartz 8-25-92
Signature of Student Borrower Date

SECTION II - TO BE COMPLETED BY THE SCHOOL

1. Name and Address of School: OAKLAND UNIVERSITY
ROCHESTER, MI 48309

2. School Code: 002307

3. Area Code/Telephone Number: 313 370 3370

4. Grade Level Code: 1

5. Anticipated Completion Date: 4/96

6. Enrollment Period Covered by Loan: 9/8/92 4/28/93

7. Family Adjusted Gross Income: 00

8. Estimated Cost of Attendance for Loan Period: 7782.00

9. Estimated Financial Aid for Loan Period: 0.00

10. Expected Family Contribution: 2947.00

11. Difference (78 minus the sum of 79 and 80): 4635.00

12. Reduced Stafford Expenditure: 00

13. Recommended Disbursement Date(s): 8/11/92 12/17/92

14. Signature of Financial Aid Officer: Zina R. Hayward

15. Title of Financial Aid Officer: FAD

16. Date: 7/11/92

17. Name, City and State of Lending Institution: FIRST NATIONAL BANK IN MACOMB COUNTY
49 MACOMB STREET, BOX 240
MT. CLEMENS, MI 48043

18. Loan Code: 803931

19. Area Code/Telephone Number: 313-465-2400

20. Loan Amount Approved: 4635.00

21. Interest Rate: 8.10 %

22. Anticipated Disbursement Date(s): 08/11/92 12/07/92

23. Signature of Lending Officer: Robert A. Hahn

24. Title of Lending Officer: Branch Manager

25. Date: 9-16-92

26. For Lender Use Only: 120792

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"The undersigned does hereby sell, assign, transfer, and set over unto the Michigan Higher Education Assistance Authority its interest in this note."

Nelnet Loan Services, Inc.

An authorized agent of:

Lending Institution: Nelnet Student Loan Trust

Name and title of lending officer: Kanda Planter / Appeals Technician

Authorized signature: Kanda Planter

Date Signed: 5/17/05

I declare under penalty of perjury that the foregoing is a True and Correct copy of the original Promissory Note.

Signed: Kanda Planter

Title: Appeals Technician

Date: 5/17/05

"I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PROMISSORY NOTE."

SIGNATURE [Signature]

MICHELLE L. SPITZLEY

COLLECTIONS ANALYST

MHEAA/MGA, CLAIMS & COLLECTIONS

DATE 6/16/11

ALC15
ALX15
2027

EAGLE II - MICHIGAN
ACCOUNT/LOAN MAINTENANCE
SELECT LOAN DISBURSEMENT

07/06/2011
11:52:32
GMI226
PAGE 1

LOAN ID MI-008837691 LOAN PRD 09/08/1992 - 04/28/1993 DSBR ADD-GA?
SSN ██████████9670 PERSON SCHWARTZ, BETTY L
ABBR LN PRGM STFS BORROWER? Y STUDENT? Y COSIGNER/ENDORSER? N
FORM TYPE PRE-C STAF GUAR RDCTN APPROVED REQUESTED AMOUNT
LOAN STAT REP CURR LN AMT 2,625.00 ORIG FEE BYDN ST CD

-----DISBURSEMENT-----

| SEL | SEQ | DATE | STAT | CURR AMT | FED DFLT FEE | LNDR FEE | ORGN FEE | GUAR RSN | CNCL APVL |
|-----|-----|------------|------|----------|--------------|----------|----------|----------|-----------|
| - | 01 | 09/24/1992 | ACTV | 1,313.00 | 0.00 | 0.00 | 39.39 | | |
| - | 02 | 12/07/1992 | ACTV | 1,312.00 | 0.00 | 0.00 | 39.36 | | |

TS000004 STARTED FROM FIRST RECORD

1 OF 1

PF2=INQ PF9=PRMPT PF10=DTLS PF12=RTRN PF15=MDFR PF16=MDSBA PF17=MLNS PF18=CRGR
PF19=CRDSB PF20=MLNAD PF21=SLRLN PF22=MDNSC PF23=MACT PF24=SACHI CMD: INQ